



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Downtown Business Improvement Area (BIA) Feasibility Study

MEETING DATE: May 7, 1997

PREPARED BY: Economic Development Coordinator

RECOMMENDED ACTION: Approve the LDBA Board's request (letter attached) for the City of Lodi to retain and fund the services of Mr. David Kilbourne of Downtown Revitalization Consultants for the purpose of conducting a BIA formation feasibility study.

BACKGROUND: Over the past several months, City staff, Council and LDBA board members have discussed the virtues and need for a Downtown Coordinator -- a position whose importance is persistently being trumpeted by the downtown merchants and whose need has been advocated by Mr. Michael Freedman in his Central City Revitalization Concept Plan. He has characterized this position as a critical component to the downtown's successful renaissance.

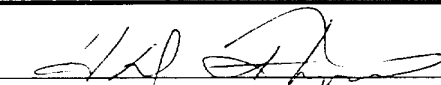
Research has indicated that a logical first step to creating a Downtown Coordinator position could, perhaps, be the formation of an organization to which the position would be responsible and from which financing would be obtained. Business Improvement Areas have been consistently used throughout the country to provide functions relevant to the coordinator's role as well as to the every day operations of downtown merchants associations.

Mr. Kilbourne's firm, Downtown Revitalization Consultants, has successfully formed about 60 per cent of the existing BIAs in the State. Mr. Kilbourne is the consummate expert in his field who believes strongly that a BIA would also greatly benefit Lodi's downtown merchants. However, he also agrees with some who are concerned that another assessment could jeopardize support for a BIA formation, that timing of such an event is critical to its ultimate approval. It is for this reason the feasibility study is being proposed.....to take the temperature of the district's prospective constituents. The cost of the study is not to exceed \$5,000, all of which will be applied to Kilbourne's fee to form the district in the event the LDBA and the City determine to proceed with the BIA formation. A copy of Mr. Kilbourne's Agreement for Professional Services, which has been reviewed and revised by City Attorney Randy Hays, is attached for your convenience and review.

FUNDING: \$5,000 -- Economic Development


Tony C. Goehring
Economic Development Coordinator

APPROVED: _____


H. Dixon Flynn -- City Manager

March 26, 1997

Mr. Dixon Flynn
Manager, City of Lodi

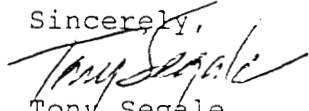
Dear Mr. Flynn,

After further discussion recently, the nine member board of the Lodi Downtown Business Association reached a unanimous decision to formally request the City of Lodi to obtain the services of Mr. Dave Kilbourne to perform a feasibility study towards the formation of a Business Improvement District.

The idea of a BID is not a new one to the LDBA having been discussed many times in the past fifteen years or so. However, with physical improvements in full swing downtown, the Board feels the need for a united merchant's zone, collectively contributing to a common marketplace, is now.

Thank you for your consideration and help in this matter. The LDBA is continuously pleased and encouraged by the partnership we have with the City of Lodi.

Sincerely,



Tony Segale
97 LDBA President

cc: sheri s-s/ ron m/ alan g/ roger b
mary b/ george m/ carlotta / elaine h

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF LODI AND
DOWNTOWN REVITALIZATION CONSULTANTS**

This Agreement is made and entered into as of _____ by and between City of Lodi, hereinafter called "Client" and the Downtown Revitalization Consultants, hereinafter called "Consultant".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

A. That Client desires to engage Consultant to render certain professional services, namely, to provide coordination of the development of a Downtown Lodi Parking and Business Improvement Area Formation Feasibility Analysis Study pursuant to §36500 et seq. California Streets and Highways Code, and

B. That Consultant possesses specialized skills and knowledge and thus is eminently qualified to provide such services, and

C. That Client has elected to engage the services of Consultant upon the terms and conditions as hereinafter set forth:

- (1) Services. The services to be performed by Consultant under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of Consultant under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

- (2) Term of Agreement. This Agreement shall commence on _____ and shall continue in full force and effect until completion of the tasks set forth in Exhibit A as described in the preceding section, or until terminated by thirty (30) days written notice by either party, or six months from commencement, whichever occurs first.
- (3) Compensation. Payment under this Agreement shall be in accordance with Exhibit "B", which is by this reference, incorporated and made part hereof as though it were fully set forth herein.
- (4) Reliance on Professional Skill of Consultant. The Consultant represents that it has the necessary professional skills to perform the services required and Client shall rely on such skills of the Consultant to do and perform that work.
- (5) Relationship of Parties. It is understood that the relationship of Consultant to Client is that of an independent contractor and all persons working for or under the direction of Consultant are its agents or employees and not agents or employees of Client.
- (6) Non-Assignment. This Agreement is not assignable either in whole or in part.

- (7) Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
- (8) Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provisions of this Agreement.
- (9) Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Joaquin, State of California. In the event of litigation between the parties hereto to enforce any provisions of the Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party.
- (10) Conflict of Interest. The Consultant may serve other clients, but none who conduct business that would place Consultant in a "Conflict of Interest" as that terms is defined in State law.
- (11) Entire Agreement. This Agreement, including Exhibit A and Exhibit B, comprises the entire Agreement.
- (12) Indemnity. The Consultant shall defend, indemnify and hold Client harmless from any and all claims and liabilities related to or as a result of Consultant's performance of this Agreement.
- (13) Notice. All notices required by this Agreement shall be given to Client and Consultant in writing, by first class mail, postage prepaid, addressed as follows:

Client: City of Lodi
Attn: Tony C. Goehring
P. O. Box 3006
Lodi, CA 95241

Consultant: Downtown Revitalization Consultants
P. O. Box 3338
Chico, CA 95927

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF LODI, a municipal corporation:

DOWNTOWN REVITALIZATION CONSULTANTS

H. DIXON FLYNN
City Manager

By: _____
Director

Dated: _____

Dated: _____

Attest:

Jennifer M. Perrin
City Clerk

Approved as to Form:

Randall A. Hays
City Attorney

EXHIBIT A

DOWNTOWN LODI PARKING AND BUSINESS IMPROVEMENT AREA FEASIBILITY ANALYSIS

Consultant to carry out a feasibility analysis regarding the possibility of establishing a Business Improvement Area (BIA) pursuant to Streets and Highways Code §36500, et seq.

Consultant to facilitate two formal BIA concept orientation information workshops to discuss the details and procedures of BIA establishment.

Items to Be Studied and Resolved:

- a) Is there a need for a BIA in Downtown Lodi? Why?
- b) Identify possible BIA Establishment Committee.
- c) Focus on BIA benefits received by property owners as well as those received by business owners.
- d) Determine most appropriate BIA boundaries.
- e) Determine approximate number of businesses located within proposed boundaries.
- f) Determine approximate mix of business types located within proposed boundaries.
- g) Consider possible zones of benefit within proposed boundaries.
- h) Discuss BIA assessment formula using DRC matrix
- i) Using local information, estimate what annual BIA assessment collection might total.
- j) Discuss BIA programs.
- k) Create draft budget for possible BIA programs.
- l) Carry out BIA Feasibility Analysis Survey to determine specific support and opposition.
- m) Using the information listed above, determine what levels of support and/or opposition exist within the downtown Lodi business community concerning the possible establishment of a BIA.
- n) Prepare a comprehensive BIA Feasibility Analysis Report to be presented to Client.

EXHIBIT A (CONTINUED):

Notes:

- 1) Approximate time required to complete Feasibility Analysis is estimated to be six weeks. Consulting Fee for this work to be \$5,000.00., which is approximately 25% of full BIA establishment fee. The full BIA establishment fee will be reduced by this amount if the City decides to pursue BIA establishment.
- 2) If the results of this study indicate that BIA formation would be pursued, it should be pursued, it would be the hope of the Consultant to segue from the BIA Feasibility Analysis into the BIA Establishment Program in a sequential manner in order to maintain forward momentum of the overall effort.

EXHIBIT B

CONSULTING FEE

A total of \$5,000.00 is requested to cover all costs of a project to carry out a Downtown Lodi Parking and Business Improvement Area Feasibility Analysis Study.

Maximum compensation from client is not to exceed the amount of \$5,000.00, which charges will be represented by billing of time and materials to include all consultant expenses.

Fee Detail:

The six week project will be billed in two equal payments of \$2,500.00. The first payment to occur following the completion of the initial three weeks of work and the remaining balance to be paid upon completion of the project and submission of the written report.

Total Fee is \$5,000.00.